

Agenda Item Form

Agenda Date: 08/17/04

Districts Affected: N/A

Dept. Head/Contact Information: Police Department / Cmdr. Ken Adcox (915) 564-7039

Type of Agenda Item:

- | | | |
|--|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal services</u> | | |

Funding Source:

- ☐ General Fund
- ☒ Grant (duration of funds: 12 Months)
- ☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

To fill a position at the Pebble Hills Regional Command Center for the Domestic Abuse Response Team (DART). This is a grant funded position which is funded through August 31, 2005.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A. This is a grant funded position and is already budgeted through August 31, 2005.

Statutory or Citizen Concerns:

None anticipated.

Departmental Concerns:

None anticipated.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **LESLIE CONNOR CANADA**, to assist the Police Department as a Domestic Abuse Response Team Case Manager at an hourly rate of \$12.50 for 40 hours per week. The term of the contract shall be for the period of September 1, 2004 through August 31, 2005.

APPROVED this 17th day of August, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **LESLIE CONNOR CANADA**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Police Department, desires to employ the Employee as a Domestic Abuse Response Team Case Manager; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Police Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about September 1, 2004 and be completed by August 31, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid an hourly rate of Twelve and 50/100 Dollars (\$12.50). The employee shall work a minimum of forty (40) hours per week. Employee is classified as non-exempt and shall be eligible for overtime pay. In the event that employee works in excess of forty (40) hours per week, employee shall be paid overtime in accordance with the Fair Labor Standards Act. Employee may be required to use own vehicle for response and will be reimbursed for mileage at the rate of \$.365 per mile, not to exceed \$1,300.00 per contract year.

The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits other than those outlined in Attachment

B. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Police Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
Police Department
Attn: Chief of Police
911 North Raynor
El Paso, Texas

EMPLOYEE: Leslie Connor Canada

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 17th day of August, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Leslie Connor Canada
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Richard Wiles
Chief of Police

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 8/12/04

ATTACHMENT "A"
SCOPE OF DUTIES
DART CASE MANAGER

Duties:

- On site visits with crime victims
- Coordinating and making appropriate referrals
- Planning, scheduling, and making presentations to EPPD officers, citizens, and crime victims
- Planning and scheduling victim information sessions
- Compiling statistical reports
- Will be on standby for call out to crime scenes (augmented by volunteers)
- Sending contact letters to crime victims
- Making telephone contact with victims
- Maintaining a list of available resources and contact persons in various agencies
- Assisting DART officer in identifying and training peer trainers

Case Managers will be mobile units. Although they will concentrate their efforts in the Northeast section of El Paso, they will also assist clients at any EPPD facility or other locations within the EPPD jurisdiction.

ATTACHMENT "B"**FRINGE BENEFITS****DART CASE MANAGER**

The following benefits package is based on an annual salary of \$26,058.00

BENEFIT	PERCENT/RATE	TOTAL
FICA	.062	1616.00
Medicare	.0145	252.00
Workers' Compensation	.0312	253.00
Health/Life Insurance	\$4,200.00	4,200.00
TOTAL BENEFITS		\$6,321.00

RECEIVED
JUL 13 2003
2317 10:44 AM '03

Leslie C. Canada

Outreach to victims of crime and domestic abuse with vital information about available resources and safety techniques through social methods of intervention, prevention and financial compensation.

WORK EXPERIENCE

- 2001 – present El Paso Police Department El Paso, TX
Case Manager – Domestic Abuse/Victim Services
Immediate intervention to victims of crime and domestic violence victims. Provide information on assistance, referrals, and resources from community and state agencies. Assist crime victims in obtaining benefits from the Crime Victims Compensation. Facilitate training and awareness to Law enforcement and the general public on domestic violence issues.
- 1997 – 2001 El Paso Police Department El Paso, TX
Public Safety Dispatch Shift Supervisor
Oversee 911 emergency and non-emergency police calls and direct, evaluate and motivate 32 Public Safety Calltakers and Dispatchers
- 1995 -1997 City of El Paso – Sun Metro El Paso, TX
Communication Dispatcher
Scheduling drivers, routes and maintenance for El Paso mass transit fleet.
- 1989 – 1995 El Paso Police Department El Paso, TX
Public Safety Dispatch Shift Supervisor
Oversee 911 emergency and non-emergency calls, evaluate and supervise 25 Public Safety Call takers and Dispatchers. Terminal Agency Coordinator for TCIC/NCIC with DPS Austin and FBI Washington.
- 1977–1989 El Paso Police Department El Paso, TX
Public Safety Dispatcher
Dispatching emergency and non emergency calls for services to police units; telecommunications operator

EDUCATION

- 2002 University of Texas El Paso, TX
Bachelor of Social Work
- 1999 El Paso Community College El Paso, TX
Associates of Arts

CERTIFICATES

- 2004 Disaster Mental Health Services I – American Red Cross El Paso
- 2004 Community Emergency Response Team (CERT)- Train the Trainer
- 2001 Critical Incident Stress Management: Advanced
Critical Incident Stress Management : Basic ICISM
- 1998 Domestic Preparedness for Nuclear, Biological, Chemical Terrorist Incidents, Train the Trainer, 40 hours
- 1998 Building Victim Services Together Texas Attorney General Office
- 1995 T.C.L. E.O.S.E State Certified Instructor
- 1990 T.C.L.E.O.S.E. Basic Hostage Negotiations, 40 hours